Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
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				(NOT YET NUMBERED - TO BE INSERTED) **x. Each Party shall provide the other Party Data Interexchange Carrier (DIXC) traffic data for Local Interconnection Trunk groups terminating in the other Party's network.** **x.1 DIXC traffic data will be comprised of the following:** **x.1.1 Usage (total usage measured in centum call seconds).** **x.1.2 Peg Count (Peg count of originating call attempts including overflow).** **x.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk).** **x.1.4 Maintenance Usage (total maintenance usage measured in centum call seconds).** **x.1.5 Maintenance Busy Counts (total count of trunks made maintenance busy).** **x.2 DIXC traffic data shall be collected as follows:** **x.2.1 Hourly on the clock hour.**	

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				x.2.2 24 hours per day (0000-2400). **x.2.3 Seven days per week, Sunday through Saturday (including holidays).** **x.2.4 52 weeks per year.** **x.3 The Parties will provide DIXC traffic data in a mutually agreed upon format.** ***10.3 Forecasting Requirements for Trunk Provisioning*** *10.3.1 AT&T shall provide Verizon a two (2) year traffic forecast of inbound and outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLLI codes for AT&T-~~POI's~~ IP's and Verizon- IP's), interface type (e.g., DS1), and trunks in service (cumulative).*	

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				10.3.2 Initial Forecasts/Trunking Requirements *10.3.2.1 For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic-, Verizon will generally utilize AT&T's trunk forecasts for both inbound and outbound traffic to assist it in determining the timing and sizing of the Verizon trunks used to terminate Local Traffic to AT&T-, provided, that AT&T's forecast is based on reasonable engineering criteria.*	
III-4-a	Should Verizon be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated?	*This issue has been settled between Verizon VA VA and AT&T.*	**See WorldCom's rationale for Issue III.4.** *Resolved as to AT&T.*	**See above sections 2.4.8, 13.3.**	This issue has been settled between Verizon VA and AT&T. With respect to WorldCom, Verizon VA is only proposing that the financial penalties reimburse Verizon VA for its out-of-pocket costs when WorldCom overstates its trunking requirements. As stated in Verizon VA's rebuttal testimony on mediation issues, Verizon VA offered to remove the financial penalty language if WorldCom agreed to Verizon VA's contract proposal regarding trunk disconnection. Verizon VA Rebuttal Testimony on Mediation Issues, pages 3-5.

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III-4-b	Should Verizon have the unilateral ability to terminate trunk groups to AT&T if Verizon determines that the trunks groups are underutilized?	*The appropriate terms and conditions governing forecasting are found at AT&T's Proposed Contract Section 10..3, as found in AT&T's response to Issue III-4*	*Verizon claims that it must have the ability to unilaterally terminate its outbound trunks (those which carry traffic to AT&T) when those trunk groups are underutilized in order to enable it to manage its network. Verizon Direct Network Architecture Testimony Non-Mediated Issues at 21. Specifically, Verizon seeks to disconnect its outbound trunks if it unilaterally determines that actual traffic volume over a certain 90-day period is not sufficient to support these trunks.[1] This type of unilateral action is contrary to industry standards and could negatively affect AT&T's ability to serve its customers. AT&T proposes that mutual agreement be required before any trunks are terminated. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 83. This proposal is consistent with good network management practices and the promotion of competition.* *Interconnection trunk groups are established between two switches, one belonging to each party. The failure of either party to set up corresponding trunk group parameters (e.g., routing instructions, traffic direction, number of trunks) would result in the failure of the trunk group or substantially diminished performance. Thus, by their nature,*	**See III-4, III-4-a** *10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.* *10.2.1 Trunk Provisioning* *10.2.1.1 Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating trunks it provisions for terminating Reciprocal Compensation Traffic to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks.*	Without the ability to terminate trunk groups that are underutilized, Verizon VA will be unable to manage its network in an efficient manner, and the quality of service provided to all carriers will be negatively impacted. Verizon VA is responsible for the operational performance (amount of trunk blocking) for the final trunk groups carrying calls from Verizon VA's network to AT&T's network. Verizon VA has proposed that it would disconnect excess interconnection trunk groups operating at a utilization level under 60%. Trunk group utilization data is developed from monthly traffic studies based on the actual load and calling volumes carried by the trunk group. Utilization for a trunk group is a ratio of "trunks required" to "trunks in service." For a specific trunk group, "trunks required" is the calculation of the number of trunks needed to provide service at the engineering design level, based on the actual traffic loads carried by the trunk group during the study period. "Trunks in service" is the actual number of trunks in operation during that period. Verizon VA uses this utilization measurement to monitor and add/or disconnect trunks for itself and for the CLECs. The 60%

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			interconnection trunk groups are mutual instruments of traffic exchange, are established by mutual action and should be only be modified and discontinued through mutual action. Id. at 83-84. Accordingly, unilateral modification or discontinuation of trunk groups by either party should be prohibited. *The Ordering and Billing Forum (OBF) of the of the Alliance for Telecommunications Industry Solutions has specified the procedures and forms for interconnected carriers to use to add, modify and discontinue interconnection trunks. Under this process, the party that has "control" over the trunk group would issue an order in the form of an Access Service Request to the other party to establish, increase or decrease a trunk group. The other party would reply with an order confirmation; or, if the other party believes the requested action is unwarranted or inappropriate, it would set up a meeting (normally a teleconference) to resolve the difference. This is a common, if not daily, occurrence among trunk provisioning centers. AT&T is simply proposing that the parties follow this standard industry practice. Id. at 84.* *It makes sense to require mutual*	*Additional required trunking capacity shall be provisioned with direct end office high usage trunk groups. Either Party may, at its discretion, add or disconnect trunks in a trunk group that are under its control as long as engineering parameters, e.g., design blocking objective, ECCS, utilization, are reasonably met.* *10.2.1.2 The Parties will review all Tandem and End Office One-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T will promptly augment all Tandem and End Office One-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem and End Office One-Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for*	utilization level proposed by Verizon VA is lower than the utilization at which Verizon VA operates its own network. Verizon VA will provide the trunks required to provide service to the CLECs, but Verizon VA must have the right to engineer and manage these trunk groups the same way, and at the same grade of service, as Verizon VA engineers and manages trunks within its own network. AT&T and WorldCom should not be able to force Verizon VA to provide it with a grade of service greater in quality than what Verizon VA provides itself, by refusing to disconnect underutilized trunks. WorldCom and AT&T do not pay for these trunks; Verizon VA does. If they are not being utilized efficiently, Verizon VA should be allowed to disconnect them – unless AT&T and WorldCom agree that they will pay for the unneeded extra capacity, which is not a commitment they have been willing to make. Before Verizon VA would disconnect these trunks, Verizon VA explores all the requirements for trunking and only disconnects underutilized trunks as a last resort. Verizon VA does not want to disconnect trunks under its control only to have to install them a month later. This is not in either party's interest because it costs time

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			agreement before trunk groups re modified because trunk groups exist on both parties' switches, and if one party alters a trunk group without the other party making a corresponding change, plant becomes stranded and maintenance problems are created. If AT&T's records show that a certain trunk group has 48 trunks and Verizon has unilaterally discontinued 24 trunks, AT&T personnel may spend needless time trouble-shooting and identifying the cause. If such a situation goes undiscovered for a longer period, the 24 unused trunk terminations on AT&T's switch are stranded and not available to be used for growing other trunk groups. Id. at 85-86. *More importantly, however, Verizon's proposal has customer affecting implications. Since trunk traffic is inherently "spiky" by nature, it is not unusual to see substantial increases of traffic after a period of relative stability. Verizon's proposal does not give AT&T the opportunity to provide information about impending traffic volume increases. As a result of Verizon's unilateral action, unbeknownst to AT&T there may be too few trunks in a certain trunk group to handle new AT&T customers. Excessive, customer-affecting call blocking would result.*	*each respective group. If the Parties agree to revise the utilization percentages in this Section 10.2.1.2, the Parties shall amend this Agreement to include mutually agreed upon terms and conditions governing such revised utilization levels.*	and money. Verizon VA goes through a number of steps before it disconnects a trunk group to make sure that disconnection is appropriate. These steps are not taken lightly. AT&T and WorldCom should not be in the position to require Verizon VA to keep trunks in service on the mere hope that they may be utilized at some point in the in the future. Verizon VA Direct Testimony on Non-Mediation Issues, pages 21-22; Verizon VA Rebuttal Testimony on Non-Mediation Issues, pages 13-15; Verizon VA Rebuttal Testimony on Mediation Issues, pages 3-5.

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			AT&T considers such situations very serious and expends substantial technical and management resources trouble shooting, escalating and restoring service. Id. at 86. Another example of how Verizon's proposal could adversely impact customers is when Verizon, for whatever reason, may delay an AT&T customer's activation date. If during that delay Verizon's trunk engineering group were to disconnect, as "underutilized," the trunks AT&T planned to use to serve that customer, AT&T's customer could be subject to further delays as AT&T, once again, is forced to request that Verizon "turn up" the trunks. Id. All of these problems could be avoided if Verizon simply received AT&T's confirmation before discontinuing trunks. *AT&T's proposal, on the other hand, provides, consistent with industry practice, that the parties will cooperate on trunk capacity issues and avoid the types of problems mentioned above.*[2] *ENDNOTES* *1/ Verizon proposes to disconnect trunks at a utilization level of less than 60%. Id.* *2/ Verizon, in its Rebuttal Testimony,*		

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			appears to be slightly revising its position because it describes the process for trunk termination to include a call to AT&T's trunk engineer to discuss whether there may be any unusual reasons why the trunks should not be disconnected. The testimony also mentions that Verizon would issue a disconnect ASR if the trunks it determines that the trunks should be terminated. Verizon Rebuttal Network Architecture Testimony Non-Mediated Issues at 14. While this apparent revision (Verizon has provided no revised contract language on the issue) is closer to AT&T's proposal, it fails to make clear, as noted above, that the trunk disconnect should not proceed unless Verizon receives AT&T's Firm Order Confirmation.		
IV-1	How should third party transit traffic be routed and billed by the parties?	Attachment I, Section 4.8 et seq. **4.8 Compensation for the Completion of Transit Traffic** **4.8.1 For calls that transit Verizon's network, whether they originate from MCIm and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIm, and transit**	Transit traffic should be exchanged over the Local Interconnection Trunk Group. Verizon does not object to this routing. With respect to the issue of billing for transit traffic, when Verizon transits traffic, it should collect reciprocal compensation from the originating carrier and transmit it to terminating carrier. This will minimize the number of bills and record exchange among all carriers. (Grieco/Ball	11. Tandem Transit Traffic 11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on MCIm's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which MCIm delivers	Verizon VA hereby incorporates its response to Issues III-1 and III-2 in its response to Issue IV-1. In addition, Verizon VA objects to WorldCom's proposal because it mandates that Verizon VA "shall" provide tandem transit traffic indefinitely and regardless of the level of traffic. WorldCom also demands that Verizon VA must make arrangements directly with third-party carriers for any compensation owed on WorldCom's behalf. By requiring

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		Verizon's network, MCIm requires Verizon to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIm's behalf. 4.8.1.1 When MCIm requires Verizon to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIm's behalf, Verizon shall compensate MCIm for such calls terminating to MCIm using MCIm's rates as described herein, and charge MCIm for such calls terminating to that third party as if such calls had terminated in Verizon's network, using Verizon's rates as described herein. 4.8.2 If MCIm deals directly with a third party LEC, CLEC or CMRS provider, neither Party will charge the other for such traffic. The Parties shall instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.	Direct, 7/31, at 76-77). Contrary to Verizon's claim, WorldCom's proposal does compensate Verizon for the charges levied by the terminating carrier. Verizon collects the compensation from the originating carrier and remits it to the terminating carrier. (Grieco/Ball Rebuttal, 8/17, at 52).	such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic. 11.2 Tandem Transit Traffic Service provides MCIm with the transport of Tandem Transit Traffic as provided below. 11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. MCIm shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented. 11.4 MCIm shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone	Verizon VA to treat all transit traffic as its own, as WorldCom's proposal suggests, WorldCom also relieves itself of its obligation under the Act, § 251(b)(5), to establish reciprocal compensation arrangements with other CLECs. Contrary to WorldCom's proposal, Verizon VA's obligation to provide transit traffic services should not continue "indefinitely." As the Massachusetts D.T.E. recognized in *Petition of MediaOne, Inc. and New England Telephone and Telegraph*, Mass. D.T.E. 99-42/43 at 73-74, Verizon's obligation to provide transit traffic should be limited until such time as the CLECs' traffic increases to levels that warrant direct interconnection with one another. WorldCom's proposal is also inconsistent with the recent NY PSC *Local Traffic Order* at page 8, which acknowledged that "if a third-party ILEC (e.g., Verizon) transports a call between the originating and terminating carriers, it should have no responsibility to pay for its completion." Thus, the Commission should reject WorldCom's proposal and allow tandem transit services to be routed and billed according to Verizon VA's proposed interconnection attachment. Verizon VA Direct Testimony on Non-Mediation Issues, pages 34-36,

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				Exchange Service traffic that transits Verizon's Tandem Office. If MCIm does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to MCIm. 11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC , CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. 11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. 11.7 If or when a third party carrier's Central Office subtends a MCIm Central Office, then MCIm shall offer to Verizon a service arrangement equivalent to or the same as Tandem	40-42; Verizon VA Rebuttal Testimony on Non-Mediation Issues, 19-21.

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				Transit Service provided by Verizon to MCIm as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC , CMRS carrier, or other LEC, that subtends a MCIm Central Office ("Reciprocal Tandem Transit Service"). MCIm shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11. **11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.**	
IV-2	Is Verizon obligated to provide and use two-way trunks that carry each party's traffic?	Attachment IV, Sections 1.2.7.2 and other two-way trunking provisions: 1.2.7.2 Unless otherwise indicated in this Agreement, trunks will be provisioned as one-way or two-way trunks as specified by MCIm. Two-Way Interconnection Trunks. **Where Two-Way Local Interconnection Trunks may be used under the terms of this agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a**	Verizon must provide two-way trunks upon request. 47 CFR 51.305 (f). WorldCom has proposed contract language reflecting this rule. Verizon has rejected that language. Two-way trunks are generally more efficient for traffic that flows in both directions because fewer trunks are needed to establish the interconnection than are needed when one-way trunks are used. Two-way trunks also minimize the the number of trunk ports needed for interconnection. (Grieco/Ball Direct, 7/31, at 80).	**2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.** 2.4 Two-Way Interconnection Trunks.	Verizon VA's proposed agreement contains terms and conditions by which Verizon VA and WorldCom would send their traffic over two-way trunks. Those terms and conditions are not only consistent with industry standards, but are necessary to ensure that two-way trunking works as it is intended. WorldCom's contention that Verizon VA has refused to use "two-way" trunking is inaccurate and unjustified. Contrary to WorldCom's claim, Verizon VA is not opposed to offering WorldCom two-way trunks. Verizon VA does maintain, however, that the Parties need to agree on the

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		joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, a.k.a. in other jurisdictions - Meet Point A (high usage)) and Tandem (as used herein, a.k.a. in other jurisdictions - Meet Point B (final))Local Interconnection Trunks and the interface specifications (i.e., DS1 or DS-3) at the Point of Interconnection ("POI"). At such Joint Planning Meetings, the information provided shall use an economic CCS equal to five (5). A two-way trunk group must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this agreement). On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.	Verizon cannot, as it suggests, make a "two-way capable" trunk available but not use it. This denies WorldCom the efficiencies of two-way trunking which the Commission's regulations intend. (Grieco/Ball Direct, 7/31, at 80). WorldCom has proposed detailed terms addressing the characteristics of the two-way trunks. These terms address the capabilities, ordering, forecasting, augmentation, and charges for the use of two-way trunks. There is no reason to delay negotiation regarding these terms to a future date as Verizon proposes. These terms should be included in the Interconnection Agreement. (Grieco/Ball Rebuttal, 8/17, at 54-58). Verizon has refused to agree to two-way trunking terms unless they incorporate Verizon's VGRIPs proposal. The terms proposed by WorldCom do not reflect either VGRIPs or WorldCom's position on the POI issue. They address two-way trunking as an independent issue. There is no reason to link the two-way trunking and POI issues as Verizon has done. (Grieco/Ball Rebuttal, 8/17, at 54, 59).	**2.4.1 Where Two Way Local Interconnection Trunks may be used under the terms of this Agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, a/k/a Meet Point A in certain jurisidctions) and Tandem (as used herein, a/k/a Meet Point B in certain jurisdictions) Local Interconnection Trunks and the interface specifications (i.e., DS1 or DS3) at the Point of Interconnection (POI). At such Joint Planning Meeting, the information provided shall utilize an economic CCS equal to five (5). A Two-Way Local Interconnection Trunk must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this Agreement).**	standards that need to be maintained by ***both*** Parties for two-way trunking architecture, and reflect that understanding in the interconnection agreement. Verizon VA has established a set of terms and conditions for the use of two-way trunks, which enable both Parties to send traffic over the trunks without fear of disruption and maintains the integrity of Verizon VA's network. Verizon VA Direct Testimony on Non-Mediation Issues, pages 22-24.

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		The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks. Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.		**2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.** **2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.** **2.4.4 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.** **2.4.5 Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour;**	

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		MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and their respective CFAs and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which, for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request		**Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.** **2.4.6 MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.** **2.4.7 Verizon may monitor Two-Way Local Interconnection Groups using service results for the**	

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		directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will, within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local Interconnection Group in order to eliminate such blocking. The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months. Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may		**applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which, for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will, within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local Interconnection Group in order to eliminate such blocking.** **2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk**	

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		withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert existing One-Way trunk groups to Two-Way trunk groups. If the Parties have established a primary high usage trunk group from an end office, the first route choice will be that trunk group. The Parties shall route traffic in accordance with Telcordia SR-TAP 191. All charges, both non-recurring and recurring, associated with interconnecting trunk groups between Verizon and MCIm are set forth in the Pricing Attachment of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities based on the percentage of the total traffic originated by that Party. MCIm shall determine the applicable percentages four times per year based on the previous quarter's minutes of use billed by each Party. Each Party		**groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.** **2.4.9 The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective**	

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		shall pay fifty percent (50%) of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party.		**(B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.** **2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.** **2.4.11 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert existing One-Way Local Interconnection Trunk**	

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				groups to Two-Way Local Interconnection Trunk groups. **2.4.12 If the Parties have established a primary high usage trunk group from an End Office, the first route choice will be that trunk group. The Parties shall route Two-Way Local Interconnection Trunk traffic in accordance with Telcordia SR-TAP191..** **2.4.13 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way**	

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				Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.13, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.	
IV-3	Should the Interconnection Agreement contain specific provisions concerning when the parties should begin planning for trunk and facility augmentation?	Attachment IV, Section 1.1.6 et seq. 1.1.6 Sizing and Structure of Interconnection Facilities 1.1.6.1 The Parties shall work cooperatively to install and maintain	The Interconnection Agreement should contain specific details regarding facility augmentation so as to insure adequate capacity for call completion. (Grieco Direct, 8/17, at 7,8).	**Verizon opposes inclusion of WorldCom's Attachment IV, § 1.1.6 *et seq.*** **5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its**	Verizon VA's proposal provides the Parties with a clear understanding of trunk provisioning and augmentation. WorldCom's contract proposal does not ensure that "facilities" are maintained. WorldCom's contract proposal is also inadequate in that it

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		efficient and reliable Interconnection arrangements. 1.1.6.2 The Interconnection facilities provided by each Party will be formatted in accordance with Section [4] of this Attachment IV. 1.1.6.3 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. MCIm will determine the appropriate sizing for facilities based on these standards. 1.1.6.4 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. 1.1.6.5 The Parties shall complete the construction of relief facilities within two months of the identification of the need to augment existing facilities, or sooner, if facilities exhaust is imminent.	WorldCom has proposed provisions that require the parties to install efficient and reliable interconnection arrangements sized to meet the mutual forecasts and sound engineering practices agreed to by the parties during planning and forecasting meetings. (Grieco Direct, 8/17, at 8). WorldCom's proposal reflects the current practice between the parties. (Id. at 7). Verizon's refusal to agree to triggers to augment facilities is unreasonable. Verizon continually augments its own facilities; Verizon is required to interconnect with WorldCom and is required to modify its facilities to the extent needed to accommodate interconnection. Sec. 251 (c)(2)(3) and 47 CFR 51.305; Local Competition Order, para. 198. (Grieco Direct, 8/17, at 9). Contrary to Verizon's claim, facility utilization is easily tracked and both WorldCom and Verizon do so on a continuous basis. (Grieco Rebuttal, 9/5, at 8). Contrary to Verizon's claim, WorldCom does not want Verizon to add fiber cables upon reaching 50 % facility utilization. In most cases, facility augmentation can be	**control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment .** *See also* **Verizon VA proposed §§ 2.4, 13.**	does not explain facility augmentation. Verizon VA is opposed to automatic triggers that would require Verizon VA to augment its underlying transport facilities once those facilities reach a certain level of utilization. WorldCom's very broad proposal is operationally, practically, and technically absurd. Verizon VA listed in its direct testimony on mediation issues at page 7 the variety of electronic components used to provide individual transport facilities to WorldCom. It would be administratively and operationally burdensome, not to mention virtually impossible, to uniquely track the individual equipment utilizations on the multitude of specific pieces of network interoffice facilities ("IOF") equipment that WorldCom's transport circuits happen to traverse. There are no systems, processes, or procedures that exist to accomplish this. In addition, from a general perspective, providing relief at a 50% utilization level is a significantly superior grade of service compared to how Verizon VA engineers and operates the major components of its IOF network today. Verizon VA would incur substantially greater equipment costs not only for WorldCom's circuits that use this

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		1.1.6.6 Except in those cases in which one Party may lease Interconnection facilities from the other Party, there will be no compensation between the Parties for use of the Interconnection facilities.	accomplished by simple electronics modification. Other cases will require additional fiber. (Grieco Rebuttal, 9/5, at 8-9). The point is that WorldCom's proposed language properly includes a threshold at which augmentation—whether accomplished by new electronics or additional fiber- will occur. (Id.) Also, facility augmentation will require work by both carriers so there is an incentive to prevent unneeded augmentation. Id. Contrary to Verizon's claim, the trunk forecasting provisions cited by Verizon in Issue III-4 do not address the separate issue of facility augmentation. Id. At 9. Verizon has indicated that it has an 18-month cycle from initial forecast to facility availability. In other words, it takes Verizon 18 months to construct necessary facilities after receiving CLECs' demand forecasts. WorldCom has constantly run into capacity constraints with Verizon as a result. Moreover, even when WorldCom provides accurate forecasts, Verizon does not always act on them and ensure that adequate facilities are available. (Grieco Rebuttal, 9/5, at 9-10)		equipment but for all of Verizon VA's other customers that also use this equipment. WorldCom is not willing to pay for these costs. WorldCom's proposal is too broad and vague. The IOF equipment components Verizon VA uses to provide transport for interconnection trunks are engineered (designed and sized) to provide services for all carriers and end users, not just WorldCom. When Verizon VA builds these network facilities and equipment, available capacity is not reserved for individual carriers, or individual end users. Network capacity is used on a first-come first-served basis at the time services are actually ordered. Verizon VA does not reserve capacity on the interoffice facility equipment components (used to transport interconnection trunks) for itself, for carriers, for end-users, or for CLECs. In addition, WorldCom's phrase "if exhaustion is imminent" is too vague and broad to commit to in an interconnection agreement. Depending on the particular equipment/facility components that are being constructed (to provide "relief" - *i.e.*, "more capacity"), two months is not sufficient time to construct new facilities. When

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			There are numerous instances in which Verizon has been unable to fulfill WorldCom's orders because it does not have the facilities in place. Delays of weeks or even months beyond their targeted provisioning intervals are not uncommon. These delays are not limited to any geographical area. Instead, WorldCom experiences them throughout the Verizon region. A current example from New Jersey, for example, involves an order placed in March, 2000 that was finally filled in August, 2001. Another recent example occurred in Virginia. On August 23, 1999, WorldCom submitted an application with then Bell Atlantic to add fiber to our point of interconnection at the Arlington, Virginia tandem facility. The application was denied because there was no path (conduit) available to get from the street to WorldCom's collo. Verizon finally completed the construction allowing WorldCom to run the fiber to the collocation cage in the third quarter of 2000. During that year plus of waiting, WorldCom had to cap its point of interconnection and find alternate means of augmenting interconnection trunking to support our local switch in Reston. (Id. At 10) Had Verizon built to meet the forecast in a reasonable timeframe,		Verizon VA constructs new interoffice facilities for itself, the cycle time for new fiber optic systems (fiber optic multiplexers only – fiber cables are already in place) is typically about one year. Projects that involve the construction of new fiber optic cables, or new digital cross connect machines, are typically more than a year. In reality, the media WorldCom wants Verizon VA to augment at 50% of capacity is the fiber that connects the Verizon VA wire center and the CLEC premises. Verizon VA deploys fiber underground, typically under public thoroughfares like roads and highways, and aerially. Verizon VA normally installs this fiber underground in bundles, or ribbons, of 12 or 24 glass fiber strands. Pursuant to WorldCom's proposal, if these "facilities" were at 50% of capacity, then Verizon VA would automatically be required to "augment" the fiber cables without regard to where it is located and without regard to projected future demand. This would cause unnecessary construction and be a ridiculous waste of money and resources. For example, if Verizon VA had 12 spare fibers, Verizon VA could place electronics, like an OC-48, to provide WorldCom an

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			they would have been ready for the application. These are merely examples of the types of delay WorldCom routinely experiences based on insufficient facilities. (Id. At 10). Because WorldCom depends on Verizon for these facilities, it is critical that such facilities are available when needed. As these examples illustrate, however, it is WorldCom's experience that Verizon will not always have adequate facilities available, even when accurate forecasts are provided well in advance. WorldCom's proposed contract language provides a reasonable means of insuring the maintenance of adequate interconnection facilities between the parties' networks. (Grieco Rebuttal, 9/5, at 10-11).		additional 193,536 trunks. It would be ludicrous for Verizon VA to "augment" fiber when a simple electronics modification would suffice. Verizon VA Direct Testimony on Mediation Issues, pages 6-9; Verizon VA Rebuttal Testimony on Mediation Issues, pages 5-8.
IV-4	Should the Interconnection Agreement include terms specifying that Verizon shall respond to a request for Interconnection within ten business days after the date of the request; will provide any information available to it regarding adverse environmental or other conditions at a point of Interconnection or the	Attachment IV, Section 1.1.4 et seq. 1.1.4 Verizon shall respond to MCIm's request for Interconnection within ten business days after the date of the request. [Agreed to by Parties] 1.1.4.1 Verizon shall acknowledge in writing its receipt of MCIm's request	The parties have agreed in principle on all aspects of this issue save the language requiring Verizon to provide WorldCom with information in Verizon's possession regarding environmental hazards. Therefore , the Commission should adopt sections 1.1.4 and 1.1.4.1 attached hereto memorializing those agreements.	4. Initiating Interconnection 4.1 If MCIm determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this	Verizon VA's proposed interconnection agreement addresses the interconnection interval that is appropriate, reasonable, and applies to all CLECs in a non-discriminatory manner. Verizon VA proposes that WorldCom provide Verizon VA with prior written notice of its intent to interconnect. This notice will include

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			Network Architecture		
	Interconnection route; shall allow WorldCom to perform any site investigations, including, but not limited to, asbestos surveys, which WorldCom may deem to be necessary in support of its interconnection needs; will make alternative routes available for WorldCom's consideration if Interconnection is complicated by the presence of environmental contamination or other conditions?	for Interconnection. 1.1.4.2 Verizon shall provide any information available to it regarding adverse environmental or other conditions involving a POI or the Interconnection route or location including, but not limited to, the existence and condition of asbestos, lead paint, radon, or other hazardous substance contamination. Information is considered "available" if it is in Verizon's possession, or the possession of a current or former agent, contractor, employee, Affiliate, lessor, or tenant of Verizon. 1.1.4.3 Verizon shall allow MCIm to perform any site investigations, including, but not limited to, asbestos surveys, which MCIm may deem to be necessary in support of its interconnection needs. Such site investigations shall be conducted only after Verizon has notified MCIm of the presence of a hazard, and only to the extent necessary for MCIm to assess the effect of the hazard on MCIm's interconnection. 1.1.4.4 If Interconnection is complicated by the presence of environmental contamination or other conditions and an alternative route is available, Verizon shall make the alternative route available for MCIm's	The Interconnection Agreement should also contain the proposed provisions which require Verizon to provide to WorldCom information available to Verizon regarding adverse environmental or other conditions involving a POI or interconnection route. This will facilitate interconnection and will protect the health of personnel involved in provisioning interconnection. This is fundamentally a safety issue. (Grieco Direct, 8/17, at 10-11). The proposed terms will insure that WorldCom has available to it the same information environmental information, and the same ability to survey a site, that Verizon has available to it. (Grieco Direct, 8/17, at 12). Verizon's refusal to provide environmental information is unreasonable, discriminatory and dangerous. Id. The terms proposed by WorldCom are included in the 1997 Bell Atlantic/MCI Interconnection Agreement. These previously agreed to terms remain reasonable today. (Grieco Direct, 8/17, at 12).	Agreement, MCIm shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement. 4.2 The notice provided in Section 5.1 shall include (a) the initial Routing Point(s); (b) the applicable MCIm-IPs to be established in the relevant LATA in accordance with this Agreement; (c) MCIm's intended Interconnection activation date; and (d) a forecast of MCIm's trunking requirements conforming to Section 13.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection. **4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) business days of Verizon's receipt of MCIm's notice provided for in Section 4.1, Verizon and MCIm shall confirm the Verizon-IP(s), the MCIm-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.** **Verizon VA opposes inclusion of WorldCom's Attachment IV, § 1.1.4.2 through 1.1.4.4.**	specific information that will enable the Parties to interconnect their respective facilities. Verizon VA opposes inclusion of WorldCom's Attachment IV, §§ 1.1.4.2 - 1.1.4.4 because WorldCom's proposal is unnecessary -- this information is available pursuant to Verizon VA's collocation tariff -- and WorldCom's contract language is overly broad and vague. For instance, in § 1.1.4.2 of WorldCom's Attachment IV, WorldCom does not define "location." WorldCom's proposal could include any property at which Verizon VA has facilities, including easement locations that are not under Verizon VA's control. The term "adverse environmental or other conditions" could potentially include almost anything that could cause injury. WorldCom also considers information available to Verizon VA if it is in the possession of former employees, agents, contractors, and tenants, among other unrelated individuals. Verizon VA would also have to provide this information within ten business days. Given the breadth of WorldCom's proposal, it would be virtually impossible to find every former employee, agent, contractor, or tenant of Verizon VA to find out if there is some sort of

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		consideration.	Verizon's offer to provide environmental information 'in acordance with applicable law' appears to mean that Verizon intends to withhold such information to the extent it is not obligated to provide it. There is no basis in law or good public policy to justify withholding of information available to Verizon regarding environmental conditions. (Grieco Rebuttal, 9/5, at 12). WorldCom's proposal does not require Verizon to make environmental information available in ten days, as Verizon asserts. WorldCom agrees to change section numbers if required to clarify this point. (Id. At 13). Contrary to Verizon's claims, WorldCom's proposed language regarding site investigations is not overbroad. It only allows WorldCom to perform site investigations, including, asbestos surveys, which are necessary in support of interconnection. (Grieco Rebuttal, 9/5, at 13).		potential hazard to be reported under WorldCom's proposed language. In addition, § 1.1.4.3 allows WorldCom to do a "site investigation" if WorldCom "deems" it necessary, for any purpose whatsoever. That site investigation, according to WorldCom's proposal, need not even be for environmental purposes. There is simply no justification for WorldCom to have unrestricted access to Verizon VA's property at all times and for any purpose. If WorldCom is concerned about a certain area within a Verizon VA building, it should ask if Verizon VA has already performed a survey. Pursuant to OSHA guidelines, Verizon VA is normally required to identify asbestos in its buildings. Most likely, Verizon VA already performed an asbestos survey, has identified the area with asbestos and can share this information with WorldCom. In § 1.1.4.4, WorldCom does not define how an "Interconnection is complicated by the presence of environmental contamination or other conditions . . . ." WorldCom's contract language is overly-broad and vague. In addition, it is unnecessary because if a CLEC decides to collocate at a Verizon VA building,

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					Verizon VA has to provide specific defined environmental and other hazardous material information pursuant to the collocation tariff. The information Verizon VA provides should satisfy WorldCom's legitimate concerns. Verizon VA Direct Testimony on Mediation Issues, pages 9-11; Verizon VA Rebuttal Testimony on Mediation Issues, pages 8-10.
IV-5	Should the Interconnection Agreement include a provision specifying that there will be no compensation between the Parties for use of the Interconnection facilities except in those cases where a Party may lease Interconnection facilities from the other ?	Attachment IV, Section 1.1.6.6 and Attachment IV, Section 1.2.5 1.1.6.6 Except in those cases in which one Party may lease Interconnection facilities from the other Party, there will be no compensation between the Parties for use of the Interconnection facilities. [Agreement in principle] 1.2.5 Other than the reciprocal compensation arrangements set forth in this Agreement, neither Party may charge the other Party for use of Local Interconnection Trunk Groups. As an example only, neither Party may charge the other Party, installation charges or monthly recurring charges for the use of Local Interconnection Trunk Groups.	If a party leases interconnection facilities from the other party it must of course pay for the leased facility. However, where facilities are jointly constructed, such as in a fiber meet point arrangement, there should be no compensation for use of the joint facility. For example, in the Fiber Meet Point arrangement proposed by WorldCom each party would provide its own Fiber Optic Terminal and 50% of the fiber. Charges for use of this jointly constructed facility are not appropriate. (Grieco Direct, 8/17, at 12-13). WorldCom's language reflects standard industry practice and the cost allocation principles set forth in the Local Competition Order. 47 CFR 51.507. (Grieco Direct, 8/17, at 13). WorldCom does not exchange compensation for the use of	**2.4.13 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall**	Verizon VA's position with respect to this issue depends on what WorldCom means. As addressed in Issue I-1, the Petitioners are responsible for the costs of interconnection. WorldCom's proposal attempts to pass that cost onto Verizon VA by obligating Verizon VA to pay for 50% of WorldCom's interconnection facilities. Not only is this impermissible, it would reward WorldCom for making inefficient interconnection decisions. If, however, WorldCom's proposal is meant to allocate the costs for a mid-span meet, then Verizon VA would not object to this proposal provided the Parties' contract language makes this more clear. WorldCom's contract proposal does not make this apparent Verizon VA's proposed § 3.2.1 *et. seq.* clearly provides that

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			interconnection facilities with any of the other ILECs with which WorldCom interconnects via Fiber Meet Points. (Grieco Direct, 8/17, at 13). Verizon's testimony does not really address this issue. Rather it refers to various unrelated issues such as POI, unspecified costs of interconnection, and allocating the cost of mid-span meets. (Grieco Rebuttal, 9/5, at 15). For example, Verizon's proposed language "Except as expressly provided in this Agreement, no additional charges shall apply for the termination from the IP to the customer of local traffic delivered to ..the CLEC IP by Verizon" has nothing o do with this issue. This language is the language WorldCom has objected to in Issue I-2 because it is intended by Verizon to require WorldCom to transport Verizon originating traffic from Verizon end offices free of charge. As noted with respect to Issue I-2 this is a violation of 47 CFR 51.307(b). Verizon's position is unclear. However, to the extent that Verizon believes that it is appropriate to impose any trunk charges for the use of jointly constructed interconnection facilities it is wrong. Verizon has offered no reason to depart from the	**be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.13, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.** **3.2.1 Should the Parties reach agreement on all the issues necessary to establish a Midspan Fiber Meet set forth in Section 3.2, the following conditions shall apply to the Parties' Midspan Fiber Meet arrangement:** **3.2.1.1 Verizon shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Verizon Interconnection Wire Center ("VIWC");**	the Parties are responsible for their costs of the mid-span meet. With respect to WorldCom's proposed Attachment IV, § 1.2.5, Verizon VA does not bill any recurring trunk charges such as port charges for interconnection trunks that are used to exchange reciprocal compensation traffic. Interconnection port charges are included in the reciprocal compensation usage rate. The reciprocal compensation usage rate, however, does not include any installation trunk connection charges that are recovered on a non-recurring basis. Verizon VA Direct Testimony on Mediation Issues, pages 15-16.

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			well-settled principle that each party bears the cost of joint interconnection facilities. (Grieco Rebuttal, 9/5, at 15-16).	3.2.1.2 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center"); **3.2.1.3 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, Verizon shall allow MCIm access to the Midspan Fiber Meet entry point for maintenance purposes as promptly as possible;** **3.2.1.4 The Parties shall coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system;** **3.2.1.5 Each Party will be responsible for (i) providing its own transport facilities to the Midspan Fiber Meet, and (ii) the cost to build-out its facilities to such Midspan Fiber Meet."** **7.2 The Parties shall compensate each other for the transport and**	

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				termination of Local Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the MCIm-IP for traffic delivered by Verizon for termination by MCIm, and at the Verizon-IP for traffic delivered by MCIm for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Local Traffic delivered to the Verizon-IP by MCIm or the MCIm-IP by Verizon. When such Local Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.	
IV-6	Should the Interconnection Agreement contain detailed terms addressing Meet Point Trunking	Attachment IV, Sections 1.4 et seq. 1.4 Meet Point Trunking	The Interconnection Agreement should contain the Meet Point Trunking terms proposed by	8. Transmission and Routing of Exchange Access Traffic	Verizon VA's proposed interconnection agreement contains detailed terms regarding the

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	arrangements for the joint provisioning of switched access services, including terms specifying the location and capacity of the trunks; the use of Common Channel Signaling, or in exceptional circumstances MF signaling; the routing and handling of Toll Free Service over Meet Point Trunk Groups; and the use of GR-317 or GR-394 for FGB calls?	Arrangements 1.4.1 The Parties shall establish two-way trunk groups for the joint provisioning of Feature Group B and Feature Group D ("FGB and FGD") Switched Access services ("Meet Point Interconnection Trunk Groups"). 1.4.2 Meet Point Interconnection Trunk Groups will be established between MCIm's Switch and Verizon's Access Tandem. The Parties will establish separate trunk groups to each Verizon Access Tandem under which MCIm's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups. 1.4.3 Verizon shall, except in instances of capacity limitations, permit and enable MCIm to subtend the Verizon Access Tandem nearest to the MCIm rating point associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest Verizon Access Tandem in which sufficient capacity is available. The Meet Point billing percentages for each new rating point/Access Tandem pair will be calculated in accordance with	WorldCom. These terms specify with particularity how meet point traffic will be exchanged over such trunks. (Grieco Direct, 8/17, at 14-15). WorldCom has articulated a number of problems with Verizon's counter-proposal. The language proposed by Verizon is incomplete because it does not address provisioning adequately. It requires segregation of toll free traffic needlessly and it does not address signaling or formatting. Id. At 15. Moreover, Verizon proposes to charge WorldCom for use of these joint interconnection trunks. There should be no charge for these jointly provisioned trunks. And certainly there should be no access charges as Verizon proposes. If WorldCom chooses to lease facilities from Verizon the correct rate is the TELRIC based rate for unbundled transport. (Verizon's proposal seems to be related to its VGRIPs position.) Meet Point trunks are not provisioned in this fashion now (that is, with additional charges) and there is no basis for Verizon's position to treat these trunks differently now. (Grieco Direct, 8/17, at 16). Toll free traffic should be exchanged over Meet Point trunks. It is	8.1 Scope of Traffic. Section 8 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between MCIm Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where MCIm elects to have its End Office Switch subtend a Verizon VA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic. 8.2 Access Toll Connecting Trunk Group Architecture. **8.2.1 If MCIm chooses to subtend a Verizon VA access Tandem, MCIm's NPA/NXX must be assigned by MCIm to subtend the same Verizon VA access Tandem that a Verizon VA NPA/NXX serving the same Rate Center subtends as identified in the LERG.** **8.2.2 MCIm shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable**	transmission and routing of exchange access traffic. In Verizon VA's network, an IXC delivers its traffic to the access tandems and Verizon VA requires access toll connecting trunks from the CLEC end office to Verizon VA's access tandem to pass and receive access traffic between the CLEC and IXCs connected to Verizon VA's access tandems. Without CLEC access toll connecting trunks, Verizon VA could not complete these calls between the CLEC and IXC. WorldCom's proposal for access toll connecting trunks contains unnecessary references to subjects that will be covered elsewhere in the Parties' agreement. In addition, the rates contained in Verizon VA's access tariffs for access toll connecting trunk groups are the proper rates for these trunks. The only traffic carried by these trunk groups is access traffic between WorldCom local customers and other IXCs. Moreover, access toll connecting trunks, or meet point trunk groups, as WorldCom calls them, are not jointly provisioned. They are ordered by WorldCom from Verizon VA so that WorldCom can reach IXCs via Verizon VA's access tandems.

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		MECAB and MECOD guidelines. 1.4.4 Common Channel Signaling (CCS) will ordinarily be utilized in conjunction with Meet Point Interconnection Trunk Groups; except that multi-frequency (MF) signaling may be used on a separate Meet Point Interconnection Trunk Group for (i) originating or terminating FGB or FGD access due to equipment constraints or (ii) to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS Trunk Groups will not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used. **1.4.7 Originating FGB calls delivered to Verizon's Tandem must use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.**	technically feasible to do so and Verizon provides this form of traffic exchange to both independents and CMRS providers. (Grieco Direct, 8/17, at 16). Verizon's only stated objection to WorldCom's proposed language has to do with WorldCom's request to 'work cooperatively to combine all functionalities of local and meet point trunks on a single trunk group'. This matter is separate from the language describing the Meet Point trunk groups themselves. Thus, Verizon has raised no objection to the specific Meet Point trunking language proposed by WorldCom. (Grieco Rebuttal, 9/5, at 17).	**such Interexchange Carriers to originate and terminate traffic to and from MCIm's Customers.** **8.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office MCIm utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon VA utilizes to provide Exchange Access in such LATA.** **8.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MCIm's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.**	Verizon VA cannot combine the traffic that travels over access toll connecting trunk groups with the traffic that travels over Verizon VA's local trunk groups. Verizon VA Direct Testimony on Mediation Issues, pages 16-18; Verizon VA Rebuttal Testimony on Mediation Issues, pages 15-18.
IV-8	Should the Interconnection Agreement include terms setting forth Operator Services and Directory Assistance Trunking Arrangements?	1.6 Operator Services Trunking Arrangements 1.6.1 Where MCIm purchases Operator Services from Verizon, MCIm will establish separate trunk groups from MCIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups"). This provision is duplicative of language	The Interconnection Agreement should contain terms providing for trunks to Verizon's OS/DA platform from WorldCom switches in those circumstances where WorldCom purchases Verizon OS/DA services to serve WorldCom switched customers. The Interconnection Agreement should also contain terms that provide inward operator assistance and Busy	**2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks,**	Verizon VA's proposal provides that the Parties should reach mutual agreement, albeit in a separate agreement or attachment, with respect to the provisioning of OS/DA trunks. OS/DA is a distinct service and the contract terms relating to OS/DA trunks should be contained in the OS/DA attachment or agreement. WorldCom complains that there is no

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		already proposed with respect to Operator Services. Subject to the marked changes, however, the substance is acceptable. [Agreed] 1.6.2 Counter: Where MCIm purchases Operator Services from Verizon, Verizon operators will verify MCIm End User loops that are provisioned or maintained by Verizon. Where MCIm does not purchase Operator services from Verizon, MCIm operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, and such requests will be transmitted via inward trunks established pursuant to Section [__] below, or over local interconnection trunks via the appropriate operator services code in the LERG. 1.6.4 If MCIm does not purchase unbundled Operator Services from Verizon, the Parties shall exchange Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI) inquiries between operator bureaus over Local Interconnection Trunk Groups using network-routable access codes published in the LERG. 1.7 Directory Assistance Trunking Arrangements	Line Verify services so that WorldCom and Verizon operators may talk to one another to assist a caller of either party. (Caputo Direct, 8/17, at 2-3). Verizon does not believe that these terms should be resolved now or included in the Interconnection Agreement. WorldCom believes that these terms should be included in the Interconnection Agreement because Verizon is obligated to negotiate an interconnection agreement to fulfill all of its duties under sections 251(b) &(c) of the Act. One of those duties is to provide nondiscriminatory access to OS/DA services. (Sections 251(b)(3)&(c)(3)&(4). There is no reason to defer establishing these terms. (Caputo Rebuttal, 9/5, at 4). If the DA/OS terms are not finalized now, in this proceeding, by Commission order, it is not clear when or if they will be finalized. (Caputo Rebuttal, 9/5, at 4). Section 251(c)(1) of the Act contemplates that the terms governing the various services provided pursuant to sections 251(b)&(c) of the Act should be set forth in an interconnection agreement. There is no reason to establish multiple, separate agreements for the	**BLV/BLVI Trunks).**	reason for the parties to reach a separate agreement. Nevertheless, WorldCom's main complaint ignores the fact that Verizon VA's proposal permits the parties to use a separate attachment for OS/DA services and trunking arrangements to their interconnection agreement. If WorldCom purchases OS/DA from Verizon VA, the trunking arrangements for those services should be located in the separate attachment containing the parties' OS/DA agreement. Verizon VA reached the same understanding with AT&T and has offered the same language to WorldCom. Verizon VA's contractual commitment should satisfy WorldCom's concerns. In addition, WorldCom's proposal, to carry OS/DA calls over local interconnection trunk groups, is unacceptable because Verizon VA cannot identify, track, and bill for OS/DA calls if they are carried over local interconnection trunk groups that do not terminate into Verizon VA's OS/DA switches. Verizon VA would not be able to provide WorldCom with call detail records to enable it to bill the appropriate end user because Verizon VA cannot identify the originating line number. Regarding the BLV/BLVI trunk

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		1.7.1 Where MCIm purchases Directory Assistance service from Verizon, the MCIm will establish separate trunk groups from MCIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups). This initial clause is duplicative of language specifically addressing Directory Assistance. However, as modified, the substance is acceptable. The second clause is not acceptable. If MCIm elects to purchase Directory Assistance services from Verizon, MCIm may do so under the same nondiscriminatory terms and conditions available to all CLECs. The routing of NPA 555-1212 calls over Local Interconnection Trunk Groups is not an available arrangement for the provision of directory assistance calls to other carriers. Also, mechanisms to identify, track and bill for such calls would require to be developed. Further, Verizon would be unable to provide any call detail record identifying the originating line number to enable MCIm to bill the appropriate end user for completed calls. For these reasons, Verizon rejects the latter clause. [Agreed] 1.7.2 Where MCIm purchases Verizon's Directory Assistance services or Operator Assistance	responsibilities imposed on ILECs by Sections 251 (b)&(c) of the Act. The terms governing items such as access to UNEs, resale, OS/DA service, rights of way etc. (all of which are included in sections 251 (b)&(c)) should be included in a single interconnection agreement, per the command of Section 251(c)(1). (Caputo Rebuttal, 9/5, at 4). Most of the DA/OS trunking language is now agreed to. (Caputo Rebuttal, 9/5 at 2-4). The only outstanding issue (aside from inclusion of the terms in the ICA) is whether calls between WorldCom and Verizon operators should be routed over the Local Interconnection trunk using the network routable codes or operator services codes published in the Local Exchange Routing Guide. (Caputo Rebuttal, 9/5, at 2). Calls between Verizon and WorldCom operators should be routed over the Local Interconnection trunk using the operator services code contained in the LERG because establishing a separate trunk group for this class of calls (which has only minimal volumes) is wasteful of a scarce resource. Placing this traffic on the local interconnection trunk group is an efficient use of capacity. (Caputo Rebuttal, 9/5, at 4).		groups, it is Verizon VA's understanding from the mediation session that WorldCom does not want to use BLV/BLVI facilities from Verizon VA's operator services switch(es) to WorldCom's switch(es). Based upon this representation, Verizon VA is willing to exclude these trunk groups and facilities from the interconnection agreement. Verizon VA Direct Testimony on Mediation Issues, pages 21-22; Verizon VA Rebuttal Testimony on Mediation Issues, pages 18-19.

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		services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIm upon request. Verizon shall provide MCIm with the customer billing records necessary for MCIm to bill its customers for these calls. Section 6. Line Status Verification And Verification With Call Interruption 6.1 Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party. [Agreed] 6.2 The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt	These types of calls occur when a WorldCom operator calls a Verizon operator directly (or vice versa) to verify the status of a customer's line or to interrupt a call. The operator services codes contained in the LERG are basically the 'phone numbers' of the operators. Having WorldCom and Verizon operators call one another over the local interconnection trunk using the operator services code is a standard procedure. (Caputo Rebuttal, 9/5, at 5). At different times during the mediation, Verizon has agreed to, or disagreed with this routing. Verizon offerd no objection to this routing in its direct testimony. (Caputo Rebuttal, 9/5, at 2, 5). In its direct testimony Verizon objected to a proposal it thought WorldCom was making that basic OS/DA services should be provided over the local interconnection trunk as opposed to over separate dedicated trunk groups to Verizon's OS/DA platform. WorldCom has not made that proposal. As noted in sections 1.6.1 and 1.7.1, WorldCom agrees to establish separate trunk groups to Verizon's OS/DA platform for OS/DA service to end users. (Caputo Rebuttal, 9/5, at 5).		

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		per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line. [Agreed] 6.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks. [Agreed] 6.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party. [Agreed] 6.5 When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an			